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**Exhibit A**  
**[PROPOSED] Order**

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**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION,**

**Debtor.**

**Tax I.D. No. 94-3234914**

Case Nos. 19-\_\_\_\_ (\_\_\_\_)  
19-\_\_\_\_ (\_\_\_\_)

Chapter 11

**[PROPOSED] ORDER PURSUANT TO 28  
U.S.C. § 156(c) AUTHORIZING  
RETENTION AND APPOINTMENT OF  
PRIME CLERK LLC AS CLAIMS AND  
NOTICING AGENT**

**In re:**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtor.**

**Tax I.D. No. 94-0742640**

Date:  
Time:  
Place.:

1           Upon the Application dated \_\_\_\_\_, 2019 (the “**Application**”),<sup>1</sup> of PG&E Corporation  
2 (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors and debtors in  
3 possession (collectively, “**PG&E**” or the “**Debtors**”) in the above-captioned chapter 11 cases  
4 (the “**Chapter 11 Cases**”) for retention and appointment of Prime Clerk LLC (“**Prime Clerk**”) as claims  
5 and noticing agent (“**Claims and Noticing Agent**”) pursuant to 28 U.S.C. § 156(c) and section 105(a)  
6 of title 11 of the United States Code (the “**Bankruptcy Code**”) to, among other things, (i) distribute  
7 required notices to parties in interest, (ii) receive, maintain, docket and otherwise administer the proofs  
8 of claim filed in the Debtors’ chapter 11 cases (the “**Chapter 11 Cases**”) and (iii) provide such other  
9 administrative services – as required by the Debtors – that would fall within the purview of services to  
10 be provided by the Clerk’s office; and upon the Waisman Declaration and the Wells Declaration  
11 submitted in support of the Application; and the Debtors having estimated that there are in excess of  
12 50,000 creditors in these Chapter 11 Cases, many of which are expected to file proofs of claim; and it  
13 appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time  
14 consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. § 156(c) to  
15 utilize, at the Debtors’ expense, outside agents and facilities to provide notices to parties in title 11 cases  
16 and to receive, docket, maintain, photocopy and transmit proofs of claim; and the Court being satisfied  
17 that Prime Clerk has the capability and experience to provide such services and that Prime Clerk does  
18 not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be  
19 engaged; and good and sufficient notice of the Application having been given and no other or further  
20 notice being required; and it appearing that the employment of Prime Clerk is in the best interests of the  
21 Debtors, their estates, creditors, and all parties in interests; and sufficient cause appearing therefor,  
22

23           **IT IS HEREBY ORDERED THAT:**

24           1.       Notwithstanding the terms of the Engagement Agreement attached to the Application, the  
25 Application is approved solely as set forth in this Order.  
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28           <sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

1           2.       The Debtors are authorized to retain Prime Clerk as Claims and Noticing Agent effective  
2 *nunc pro tunc* to the Petition Date under the terms of the Engagement Agreement, and Prime Clerk is  
3 authorized and directed to perform noticing services and to receive, maintain, record and otherwise  
4 administer the proofs of claim filed in these Chapter 11 Cases, and all related tasks, all as described in  
5 the Application.

6  
7           3.       Prime Clerk shall serve as the custodian of court records and shall be designated as the  
8 authorized repository for all proofs of claim filed in these Chapter 11 Cases and is authorized and directed  
9 to maintain official claims registers for each of the Debtors, to provide public access to every proof of  
10 claim unless otherwise ordered by the Court and to provide the Clerk with a certified duplicate thereof  
11 upon the request of the Clerk.

12           4.       Prime Clerk is authorized and directed to provide an electronic interface for filing proofs  
13 of claim and to obtain a post office box or address for the receipt of proofs of claim.

14           5.       Prime Clerk is authorized to take such other action to comply with all duties set forth in  
15 the Application.

16           6.       The Debtors are authorized to compensate Prime Clerk in accordance with the terms of  
17 the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services  
18 provided by Prime Clerk and the rates charged for each, and to reimburse Prime Clerk for all reasonable  
19 and necessary expenses it may incur, upon the presentation of appropriate documentation, without the  
20 need for Prime Clerk to file fee applications or otherwise seek Court approval for the compensation of  
21 its services and reimbursement of its expenses.

22           7.       Prime Clerk shall maintain records of all services showing dates, categories of services,  
23 fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the  
24 United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the  
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1 expenses of the Debtors and any party-in-interest who specifically requests service of the monthly  
2 invoices.

3 8. The parties shall meet and confer in an attempt to resolve any dispute which may arise  
4 relating to the Engagement Agreement or monthly invoices; provided that the parties may seek resolution  
5 of the matter from the Court if resolution is not achieved.  
6

7 9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Prime  
8 Clerk under this Order shall be an administrative expense of the Debtors' estates.

9 10. Prime Clerk may apply its advance to all prepetition invoices, which advance shall be  
10 replenished to the original advance amount, and thereafter, Prime Clerk may hold its advance under the  
11 Engagement Agreement during the Chapter 11 Cases as security for the payment of fees and expenses  
12 incurred under the Engagement Agreement.  
13

14 11. The Debtors shall indemnify Prime Clerk under the terms of the Engagement Agreement,  
15 as modified pursuant to this Order.

16 12. Prime Clerk shall not be entitled to indemnification, contribution or reimbursement  
17 pursuant to the Engagement Agreement for services other than the services provided under the  
18 Engagement Agreement, unless such services and the indemnification, contribution or reimbursement  
19 therefor are approved by the Court.  
20

21 13. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors  
22 shall have no obligation to indemnify Prime Clerk, or provide contribution or reimbursement to Prime  
23 Clerk, for any claim or expense that is either: (i) judicially determined (the determination having become  
24 final) to have arisen from Prime Clerk's gross negligence, willful misconduct or fraud; (ii) for a  
25 contractual dispute in which the Debtors allege the breach of Prime Clerk's contractual obligations if the  
26 Court determines that indemnification, contribution or reimbursement would not be permissible, or (iii)  
27 settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a  
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1 hearing, to be a claim or expense for which Prime Clerk should not receive indemnity, contribution or  
2 reimbursement under the terms of the Engagement Agreement as modified by this Order.

3 14. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these  
4 Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry  
5 of an order closing these Chapter 11 Cases, Prime Clerk believes that it is entitled to the payment of any  
6 amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement  
7 obligations under the Engagement Agreement (as modified by this Order), including the advancement  
8 of defense costs, Prime Clerk must file an application therefor in this Court, and the Debtors may not  
9 pay any such amounts to Prime Clerk before the entry of an order by this Court approving the  
10 payment. This paragraph is intended only to specify the period of time under which the Court shall have  
11 jurisdiction over any request for fees and expenses by Prime Clerk for indemnification, contribution or  
12 reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Prime  
13 Clerk. All parties in interest shall retain the right to object to any demand by Prime Clerk for  
14 indemnification, contribution or reimbursement.  
15

16 15. The limitation of liability section in paragraph 10 of the Engagement Agreement is  
17 deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.  
18

19 16. In the event Prime Clerk is unable to provide the services set out in this order, Prime  
20 Clerk will immediately notify the Clerk and the Debtors' attorney and, upon approval of the Court, cause  
21 to have all original proofs of claim and computer information turned over to another claims and noticing  
22 agent with the advice and consent of the Clerk and the Debtors' attorney.  
23

24 17. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327  
25 and/or any applicable law, for work that is to be performed by Prime Clerk but is not specifically  
26 authorized by this Order.  
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1           18.     The Debtors and Prime Clerk are authorized to take all actions necessary to effectuate the  
2 relief granted pursuant to this Order in accordance with the Application.

3           19.     Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains  
4 jurisdiction with respect to all matters arising from or related to the implementation of this Order.

5           20.     Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall  
6 be immediately effective and enforceable upon its entry.

7           21.     Prime Clerk shall not cease providing claims processing services during the Chapter 11  
8 Cases for any reason, including nonpayment, without an order of the Court.

9           22.     In the event of any inconsistency between the Engagement Agreement, the Application  
10 and the Order, the Order shall govern.  
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12                               \*\* END OF ORDER \*\*  
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